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January 29, 1992

2-029A012

8505-B

JAN 29 1992 -12 10 PM

INTERSTATE COMMERCE COMMISSION

MICHAEL DOWNEY RICE
COUNSEL

10 29 12 02 PM '92
FOTOP OPERATING UNIT

Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Secretary:

We enclose six counterparts of the document described below, to be recorded pursuant to section 11303 of Title 49 of the United States Code.

This document is a lease extension agreement, a secondary document, dated as of December 31, 1991.

The primary document to which this is connected is recorded under recordation number 8505-B.

The names and addresses of the parties to the document are as follows:

Lessor: United States Trust Company of New York, as trustee
114 West 47th Street
New York, New York 10036-1532

Lessee: Burlington Northern Railroad Company
777 Main Street
Fort Worth, Texas 76102

A description of the equipment covered by the document follows:

Seventeen model SD 40-2 diesel electric locomotives, bearing the road numbers BN6753 through 6772, and ten model

Carroll K. Hawley

C-30-7 diesel electric locomotives, bearing the road numbers BN5500 through 5509.

A fee of \$16.00 is enclosed. Please return any extra counterparts not needed by the Commission for recordation to:

James E. Magee, Esq.
Reboul, MacMurray, Hewitt,
Maynard & Kristol
1111 19th Street, N.W.
Suite 406
Washington, D.C. 20036

A short summary of the document to appear in the index follows:

Lease Extension Agreement, dated as of December 31, 1991, between Burlington Northern Railroad Company and United States Trust Company of New York (as trustee), covering seventeen model SD 40-2 diesel electric locomotives and ten model C-30-7 diesel electric locomotives, and connected to the Lease of Railroad Equipment recorded with the Interstate Commerce Commission and assigned recordation number 8505-B.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Michael Rice", written in a cursive style.

Michael Rice

MR:dp
Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

1/29/92

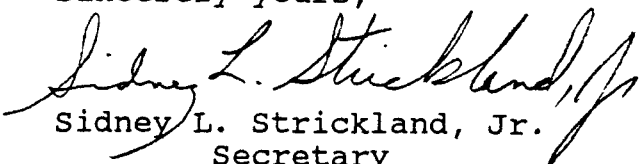
OFFICE OF THE SECRETARY

James E. Magee, Esq
Reboul, MacMurray, Hewitt Maynard & Kristol
1111 19th Street N.W. Suite 406
Washington, D.C. 20036

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/29/92 at 12:10pm, and assigned recordation number(s). 8505-D

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

8505-B
JAN 29 1992 - 12 40 PM
INTERSTATE COMMERCE COMMISSION

LEASE EXTENSION AGREEMENT dated as of December 31, 1991, between BURLINGTON NORTHERN RAILROAD COMPANY (hereinafter called the Lessee) and UNITED STATES TRUST COMPANY OF NEW YORK, not in its individual capacity but solely as trustee (hereinafter called the Owner-Trustee) under the Trust Agreement dated as of July 1, 1976 (hereinafter called the Trust Agreement), with General Electric Credit Corporation.

WHEREAS the Lessee, under its then name, Burlington Northern Inc., and the Owner-Trustee have entered into a Lease of Railroad Equipment dated as of July 1, 1976 (hereinafter called the Lease), covering 20 3000-horsepower diesel-electric locomotives, model SD 40-2, bearing the road numbers BN 6753 through 6772, and 10 3000-horsepower diesel-electric locomotives, model C-30-7, bearing the road numbers BN 5500 through 5509;

WHEREAS the Lease has been recorded with the Interstate Commerce Commission pursuant to section 20c of the Interstate Commerce Act on October 5, 1976, and assigned recordation number 8505-B;

WHEREAS the term of the Lease expires on December 31, 1991, and the parties hereto wish to extend the term thereof with respect to the following of said locomotives:

17 model SD 40-2, road numbers BN6753 through BN6759, BN6761 through BN6764, BN6766, and BN6768 through BN6772, and 10 model C-30-7, road numbers BN5500 through BN5509;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Extension of Term. The term of the Lease, with respect to the locomotives identified above, is hereby extended to December 31, 1992. The terms "Units" and "Schedule A Units," as used herein and in the Lease, shall mean, during such extended term, said locomotives.

2. Rent. §3.1 of the Lease is hereby amended to add the following new paragraph (5):

(5) The Lessee agrees to pay to the Owner-Trustee, as rent for each Schedule A Unit subject to this Lease during the period from January 1, 1992, through December 31, 1992, 12 consecutive monthly payments, payable, in arrears, on the last day of each month, commencing January 31, 1992, to and including December 31, 1992. Each such payment shall be in an amount equal to \$7756.25 for each such Unit that is an SD-40-2 locomotive, and \$5475.00 for each such Unit that is a C-30-7 locomotive.

With respect to the Units, the phrase "the date on which the final payment of rent in respect thereof is due pursuant to §3.1 hereof" in the first sentence of section 4.1 of the Lease shall be interpreted to include the foregoing new paragraph (5) of §3.1 of the Lease.

3. Major Failures; Abatement of Rent. Notwithstanding §§1, 3.1, and 11.1 of the Lease, with respect to any Unit subject to the Lease, any repairs necessitated by the failure of the crankshaft, main generator, or turbocharger, determined by joint inspection of the parties hereto to be not due to wreck, derailment, negligence, theft, abuse, vandalism, or sabotage, will be the responsibility of the Owner-Trustee.

In case of any failure described above, the Lessee shall promptly notify the Owner-Trustee, and at the direction of the Owner-Trustee shall either (i) deliver the Unit suffering such failure to the interchange point on the Lessee's lines specified by the Owner-Trustee, or (ii) repair such Unit. In the case of repair by the Lessee, the Owner-Trustee shall promptly reimburse the Lessee for the cost of parts necessary to effect such repair, but all labor costs shall be for the account of the Lessee. Rent with respect to such Unit shall cease to accrue upon delivery to such interchange point or commencement of such repair, as the case may be, and shall resume when the Owner Trustee has repaired and redelivered such Unit to such interchange point, or the Lessee has completed repairs to such Unit, as the case may be.

If the Owner Trustee shall elect not to repair any Unit suffering such failure, the Lessee shall promptly deliver such Unit to the interchange point on the Lessee's lines specified by the Owner-Trustee, and upon such delivery the Lease shall terminate with respect to such Unit and rent in respect of such Unit shall cease to accrue.

4. Casualty Value. During the period January 1, 1992, through December 31, 1992, with respect to the Units, the term "Casualty Value" as used in the Lease, notwithstanding §7.5 of the Lease, shall mean \$275,000 for each Unit that is an SD-40-2 locomotive, and \$200,000 for each Unit that is a C-30-7 locomotive.

5. Termination by the Lessee. The Lessee, by not less than thirty days' notice to the Owner-Trustee, may terminate the Lease with respect to all, but not less than all, of the Units then subject to the Lease, on June 30, 1992, or September 30, 1992. In such case, the Lessee shall pay the rent then due, and shall return the Units in accordance with the provisions of §17 of the Lease; and the Lessee shall have no further obligation for the payment of the rent contemplated by paragraph (5) of §3.1 of the Lease (as amended hereby).

6. Termination by the Owner-Trustee. If the Owner-Trustee receives a bona-fide offer to sell or lease the Units subject to the Lease, the Owner-Trustee, by not less than thirty days'

notice to the Lessee, subject to the next succeeding sentence, may terminate the Lease with respect to all, but not less than all, of the Units then subject to the Lease, on June 30, 1992, or September 30, 1992. Such notice shall set forth the terms of such offer to sell or lease, and the Lessee shall have the right, by notice to the Owner-Trustee within five business days of receipt of the Owner-Trustee's notice of termination, to purchase or lease such Units on the same terms as are set forth in such notice. Unless the Lessee shall exercise such right, on the date specified for such termination the Lessee shall pay the rent then due, and shall return the Units in accordance with the provisions of §17 of the Lease; and the Lessee shall have no further obligation for the payment of the rent contemplated by paragraph (5) of §3.1 of the Lease (as amended hereby).

7. No other Amendments. Except as amended and supplemented hereby, the Lease shall remain in full force and effect.

8. Method of Notice. All communications and notices provided for herein and in the Lease shall be in writing and shall become effective when delivered or the next day after being deposited in the United States mail, with proper postage for overnight mail prepaid, addressed:

(i) if to the Lessee, at
777 Main Street
Fort Worth, Texas 76102
Attention of Edward Bauer,
Systems Chief Mechanical Officer

(ii) if to the Owner-Trustee, at
114 West 47th Street
New York, New York 10036-1532
Attention of Corporate Trust Division

with a copy to
General Electric Capital Corporation
1600 Summer Street
Stamford, Connecticut 06927
Attention of D.L. Eakin

or at such other address that any party shall designate by notice to the other parties hereto.

9. Recourse. No recourse shall be had in respect of any obligation, covenant, or agreement contained or referred to herein, against any stockholder, incorporator, director, or officer, as such, past, present, and future, of the parties hereto by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of statute or otherwise.

The undertakings and agreements of the Owner-Trustee hereunder are made and intended not to bind United States Trust Company of New York personally, but only to bind the Trust Estate as such term is used in the Trust Agreement.

10. Invalidity of Provisions. Any provision of this agreement that may be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. Counterparts. This agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which together shall constitute a single agreement.

12. Effectiveness. Although this agreement is dated as of the date first above written for convenience, the actual date of execution hereof by each party hereto is, respectively, the date set forth in the notary's acknowledgment of such execution, and this agreement shall be effective on the latest of such dates.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their respective officers thereunto duly authorized:

BURLINGTON NORTHERN RAILROAD COMPANY

by

Title:

J. T. CHAIN JR.
EXECUTIVE V.P. OPERATIONS

UNITED STATES TRUST COMPANY OF NEW YORK,
not in its individual capacity but
solely as trustee

by

Title: ~~Assistant~~ Vice President

General Electric Capital Corporation, as Owner (under its then name, General Electric Credit Corporation) under the Trust Agreement referred to in the above agreement, does hereby authorize and direct United States Trust Company of New York, in its capacity as Owner-Trustee under said Trust Agreement, to execute, deliver, and perform the above agreement.

GENERAL ELECTRIC CAPITAL CORPORATION

by

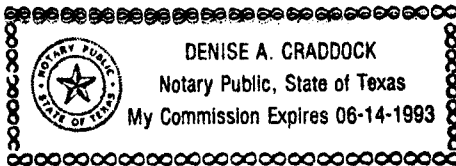
Title: MGR-operations

STATE OF Texas)
COUNTY OF Tarrant) ss.:

On this day of January, 1992, before me personally appeared J.T. Chain, Jr., to me personally known who, being by me duly sworn, says that he is Exec. V.P. Operations of Burlington Northern Railroad Company, that the foregoing instrument was signed on behalf of said company by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Denise A. Craddock
Notary Public

My commission expires



STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 27th day of January, 1992, before me personally appeared Christine C. Collins, to me personally known who, being by me duly sworn, says that she is Assistant Vice President of United States Trust Company of New York, that the foregoing instrument was signed on behalf of said company by authority of its board of directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Thomas McCutcheon
Notary Public

My commission expires

THOMAS MCCUTCHEON
NOTARY PUBLIC, State of New York
No. 4666095
Qualified in Nassau County
Commission Expires April 16, 1992